REQUEST FOR PROPOSALS

FOR CITY OF DUBLIN CONSTRUCTION MANAGEMENT SERVICES Emerald Glen Aquatic Center

Summary

Description: The City of Dublin is requesting proposals from qualified, interested

firms for Construction Management Services for a new Aquatic Center that completes the final phase of Emerald Glen Park,

located at 4201 Central Parkway, Dublin, California.

Key Dates:

Proposals Due: May 21st, 2014 by 1:00PM (faxes not accepted)

Douglas Rooney,

Parks and Facilities Development Coordinator

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City of Dublin 100 Civic Plaza Dublin, CA 94568

Award of Contract: June 17th, 2014

Contact: Douglas Rooney

Parks and Facilities Development Coordinator

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I. INTRODUCTION:

The City of Dublin is requesting proposals to provide construction management services for pre-bid, bid services, and throughout all phases of construction for the new Emerald Glen Aquatic Center,. The project will include the construction of an approximately 30,000 square foot Aquatics Building, an approximately 1,700 square foot Pool Storage Building, and an approximately 81,500 square foot outdoor Water Park Facility on an 11 acre section of park including parking lots, a plaza and an outdoor amphitheater.

The City's consultant, Dahlin Group, Architects is completing the construction documents and anticipates approval of these drawings from all local jurisdictions by the middle of October, 2014. It is anticipated that the construction documents will be released for bid at the end of October 2014. Construction is anticipated to begin in January 2015. Construction duration is scheduled for completion by summer 2016.

The current cost estimate for improvements is \$27.8 million. The project is currently fully funded by the City.

II. SCOPE OF SERVICES:

The Scope of Services is intended as a guide to illustrate the minimum project requirements. If the Proposer would like to suggest additional services that the Proposer feels are necessary to efficiently and effectively manage the project, please include in the proposal with the cost for the services shown as an extra cost below your initial proposal totals.

A. Services During Pre-Construction:

The Construction Manager will assist City Staff in the following;

- Perform a review of the construction documents issued to the City for review and provide recommendations regarding feasibility of construction methods, current availability of materials and labor and time requirements for procurement. Identify materials or services which may have a long lead time and could impact to the project. Provide written comments to the City and their consultant for review and possible incorporation into the final project documents.
- 2. Review and Comment on current cost estimates for the Project.
- 3. Work with the City to develop strategies to generate market interest in the Project.
- 4. Assist the city in developing the bid package to clearly define the work to be performed.
- 5. Take the lead in managing the bid process including receiving bidders questions, distributing information to the Owner and their consultant, issuing bid addendums, analyzing bids and ultimately make a recommendation of award to the City Project Manager. Provide documentation and substantiation to allow staff to gain Council approval of award.

- 6. Establish and maintain an electronic project management software system (Prolog or equivalent) to manage document flow and reporting.
- 7. Work with and provide project specific construction recommendations to the Architect. Review and provide comment on the construction logistics plans produced by the design team.

B. <u>Services During Construction:</u>

The Construction Manager will represent the City during construction of the project. The Construction Manager will perform the following specific services:

- 1. Coordinate the efforts of the architect, contractor, and City to ensure proper communication and progress of the project. Act as liaison to the City through the City's Project Manager.
- 2. Provide on-site coordination to assure that the project meets the Plans and Specifications and stays on budget and schedule. (assume minimum of 20 hours per week for this task)
- 3. Review, evaluate, and furnish recommendations to the City regarding contractor's performance, construction schedule and any other matters related to compliance with the contract.
- 4. Provide a daily log of events and activities so as to secure the City's interests and monitor work accomplished in accordance with the contract.
- 5. Provide a monthly update outlining project status, schedule, submittals, and change order issues. Include and pertinent photos or documents. The report should include an analysis of any potential delays and their actual relevance. The report should be suitably formatted to share with the City Manager's Office.
- 6. Review and furnish contract correspondence, minutes of meetings and directives to be issued to secure the interests of the City.
- 7. Review and make recommendations regarding payments to contractor including Change Orders, when applicable, and recommendations regarding any proposed changes. Prepare and provide cost analysis where necessary to verify change order costs generated by the Contractor are reasonable and correct in scope.
- 8. Attend all construction-related site meetings with the City's representatives, contractors, and other meetings between related parties as required. Maintain separate notes on such meetings. Assume a minimum of one (1) meeting at the project site each week for the duration of the project within your base proposal.
- 9. Assist with providing any information to the City Departments as required.
- 10. Oversee the general contractor and subcontractor's scope of work to ensure the General Contractor is providing proper site supervision and coordination for the execution of the project work.
- 11. Upon completion of the project work, provide a punch list review and recommendation of Project Acceptance.
- 12. Upon completion of the project work, review all of the Contractor's final submittals to ensure their compliance with final project close-out requirements.

C. Services Post-Construction:

1. Preparation of Closeout Report.

- 2. Resolution of all contract issues, warranties, bonds, etc.
- 3. Coordination with contractors in preparation of record drawings. O&M's, etc.
- 4. Consolidation of all project files and documents.

III. CONSTRUCTION MANAGER'S RELATIONSHIP WITH THE CITY:

Construction Manager's services rendered will be those of an independent contractor and not those of an employee or officer of the City. The Construction Manager will be under the overall direction City Manager's designated representative (Project Manager).

The responsibilities of the Construction Manager will be restricted to the interpretation and clarification of the Plans and Specifications, direction of the activities of inspectors under the Construction Manager's jurisdiction, and maintenance of records necessary to ensure quality control and contract compliance. The responsibilities and the authority of the Construction Manager will not include the design of any facilities, the right to make any changes in the Plans and Specifications without approval of the City or any material deviation from contract requirements. Except as expressly provided in the contract for professional services, the Construction Manager will not be empowered to act as an agent for the City.

IV. CONSTRUCTION MANAGER'S OFFICE:

The City will not provide permanent office space, office materials, phone, computers, etc. or secretarial assistance to the Construction Manager. The City will provide meeting space.

V. SPECIFICATIONS FOR THE PROPOSAL:

The Proposal shall include, but need not be limited to the following information:

A. Relevant Experience:

Provide the name and background information of each member of the firm who will do the actual management work and who will work with the City on a regular basis. If sub-consultants are proposed, do the same for each sub-consultant.

Qualifications, including education and experience, of the proposed Project Manager and other key personnel who will be assigned from the project from start to finish, including any sub-consultants. Expertise applicable to the work specified in Sections II & III should be emphasized.

Supply names of three (3) clients, client's contact person, telephone number, types of project, and description of Proposer's activities. Also indicate if the project came in on budget or reasons for overages. The City reserves the right to contact the Proposer's previous clients at any time.

B. <u>Management Approach:</u>

Provide an estimated level of effort by each discipline, firm and personnel for each task. Effort should be represented in hours to be spent on each task.

C. Conflict of Interest:

Provide the names of entities associated with the Proposer who may have a conflict of interest with any activity of this project. Provide details and reasons. Proposers are subject to disqualification on the basis of conflict of interest as determined by the City.

D. Other:

Provide a detailed statement explaining any provision in Sections III and IV that the Proposer chooses not to address in the proposal

The proposal should indicate how the Construction Manager will provide a daily presence at the project site.

Include a statement that indicates that the project manager and other key personnel assigned in the Proposal will not be substituted during the contract period without written approval from the City.

E. Cost:

Include your total cost for the project. Separate the cost for each task and Item under Scope of Work for the Project.

Include an hourly and daily fee amount should the City desire additional services not included in the Proposal and beyond the Scope of the Contract.

Separate the cost for the project in a separate sealed envelope and submit with your proposal. The proposal itself should not contain the proposed cost for the services.

The City of Dublin will not pay the costs of relocating any project staff members to the Tri-Valley Area. Any such relocation cost shall be included in the Proposer's overhead

VI. ORGANIZATION OF THE PROPOSAL:

The proposal shall follow the general outline of Section VIII.

The proposal shall be limited to 5 pages, exclusive pre-printed resumes, and similar material that the Proposer believes will aid in determining its qualifications for the project.

VII. SUBMITTAL OF PROPOSAL:

two original (reproducible and submitted in loose-leaf, 8-1/2" X 11" format, with numbered pages) of the completed proposal must be received by the City Manager's Office, City of Dublin, 100 Civic Plaza, Dublin, CA 94568, by 1:00 PM on May 21, 2014. Faxes will not be accepted.

All proposals, as well as any modifications, received at this office after the hour and date specified above, will not be accepted. All proposals will become the property of the City of Dublin and will not be returned.

The proposal shall be signed by an officer or officers authorized to execute legal documents on behalf of the Proposer and shall contain a statement to the effect that the proposal is a firm offer for a 60-day period.

VIII. PROPOSAL ACCEPTANCE:

Primary consideration will be given to the general appropriateness of the proposal of the project, the technical competence and creative ability of the consultants (as described in the proposal) and the firm's willingness to work closely with City Staff. The City reserves the right to reject all proposals that are inappropriate or inadequate.

IX. CITY REQUIREMENTS:

The contract will be awarded only to a responsible Consultant. In order to qualify as responsible, a prospective Consultant must meet the following standards, as they pertain to this Request for Proposal.

The selected consultant(s) must maintain auditable records, documents and papers for inspection by authorized City representatives.

The Consultant must enter into the City's Agreement for Consultant Services (attached) with the City of Dublin.

The Consultant must have adequate technical and financial resources for performance, as well as adequate equipment, or have the ability to obtain and to manage such resources and equipment as required during the performance period of the proposed contract.

The Consultant must have the necessary experience, organization, technical qualifications, skills, and facilities or have the ability to obtain and to manage them (including any sub-consultant requirements).

The Consultant must be able to comply with the proposed or required performance schedule for this project.

The Consultant must have a satisfactory record of contractual performance.

Each Consultant firm must be able to provide insurance coverage as follows in conformance with the City of Dublin's requirements: (confirm against standard consultant services agreement)

1)	General Liability Insurance:	\$1,000,000
2)	Automobile Insurance	\$1,000,000
3)	Workers Compensation Insurance	\$1,000,000
4)	Professional Errors and Omissions Insurance.	\$1.000.000

The Consultant must be otherwise qualified and eligible to receive an award under all applicable laws and regulations.

X. CITY CRITERIA FOR SELECTING A CONSULTANT:

The City's criteria in selecting a consultant will include but not be limited to:

Technical competence to perform the work specified in the Scope of Work. Factors to be considered include, but may not be limited to: Firm and personnel experience, familiarity with similar types of projects, and the commitment of key personnel.

Record of past performance as determined from all available information, including direct communication by the City with Proposer's former clients. Factors to be considered include, but may not be limited to: cost control, work quality, and completion of work on schedule.

Capability under current workload to perform the work within the project schedule and subsequent revisions. Factors to be considered include, but may not be limited to: size of staff assigned to the project and availability of staff.

Adequacy of proposed method of accomplishing the project work specified. Factors to be considered include, but may not be limited to: work methodology, management methodology, activity coordination methodology, and consideration of areas not addressed in other sections, but deemed essential to the effective conduct of the project.

XI. SELECTION PROCESS:

A Committee of City Staff, including, but not limited to, the City Manager, Public Works Director, Director of Parks and Community Services and the Parks and Facilities Development Coordinator, and the City's Architect will review the Proposals and select a firm. In the case of more than one firm being selected as a potential candidate it is anticipated that an interview process may occur and the same Committee will be present at the interview.

Interviews are scheduled as needed.

The City Council will review and approve the Contract for Services at its meeting of -June 17, 2014. The consultant should be ready to begin work immediately following.

XII. LIMITATIONS:

All reports and pertinent data or materials shall be the sole property of the City of Dublin, and may not be used or reproduced in any form without the explicit written permission of the City.

The City reserves the right to extend the time allotted for the proposal, to examine verbally the bidder in person, should the City deem that it is in its best interests to do so.

This request for a proposal does not commit the City to award a contract, or to pay any costs incurred in the preparation of the proposal. The City reserves the right to accept or reject any or all proposals received as a result of this request for proposal, to negotiate with any qualified consultant, or to cancel this request in part or in its entirety. The City may require the selected consultant to participate in negotiations and to submit such technical, price, or other revisions or their proposal as may result from negotiations.

ATTACHMENTS

- 1) Standard Consultant Services Agreement
- 2) Project Site Plan